

CROWLEY / DOLE SPACE CHARTER
AND SAILING AGREEMENT
FMC Agreement No. 011842-001
First Revised Page No. 1

1. Full Name of the Agreement: The full name of this Agreement is the Crowley / Dole Space Charter Agreement.
- 2: Purpose of the Agreement: The purpose of this Agreement is to permit the parties to charter space to each other, coordinate their sailings, and cooperate in other specified respects in the Trade (as defined in Article 4).
3. Parties to the Agreement: The following are the respective names and addresses of the principal offices of the parties to this Agreement:

The parties to the Agreement (hereinafter "Party" or "Parties") are:

<u>Name</u>	<u>Office Address</u>
Crowley <u>Latin America Services, LLC</u> Liner Services ("Crowley")	Post Office Box 2110 _____ 9487 Regency Square Blvd. Jacksonville, FL 32225
Dole Ocean Cargo Express, Inc. ("Dole")	9485 Regency Square Blvd. Suite 425 Jacksonville, FL 32225

4. Geographic Scope of the Agreement: The geographic scope of the Agreement is the trade (the "Trade"), via any combination of direct, transshipment or intermodal service, between (a) all ports on the U.S. Atlantic and Gulf coasts, Port Everglades, Florida and U.S inland and coastal points served via such ports and (b) all ports in Costa Rica, Guatemala and Honduras, and Puerto Limon, Costa Rica, and Costa Rican inland and coastal points in the aforementioned countries served via such ports.

The foregoing geographic scope is herein referred to as "the Trade."

5. Overview of Agreement Authority:
 - (a) Dole and Crowley are each authorized to charter space to and from each other in the Trade. The parties will meet and confer from time to time to determine the amount of such space and the terms and conditions under which such space will be chartered hereunder. Initially, it is estimated that

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FMC Agreement No. 011842-001
Original Page No. 1a

less than five (5%) percent of the capacity of any vessel will be utilized at any one time under this agreement.

- (b) The parties are authorized to cooperate with each other to coordinate sailings in their respective services and to schedule vessels in a manner which best promotes the availability of each party's services to its shippers.
- (c) The parties are authorized to utilize the same marine terminals and stevedores at those ports at which more than one party provides service and may jointly negotiate and enter into leases, licenses or assignments of terminal facilities and contracts for stevedoring, terminal or other port or ocean services of supplies for the convenience of the parties or their shippers; provided that nothing herein shall authorize the parties jointly to operate a marine terminal facility in the United States.
- (d) The parties may pool, lease or sublease containers and other equipment to each other on such terms and conditions as they may agree.
- (e) The parties are authorized to make such other provisions as are necessary or desirable for the effective operation of this Agreement; provided that no such provision requiring filing under Section 5 of the U.S. Shipping Act of 1984 shall become effective unless and until it has been filed and become effective thereunder.